

# LADD Benefit Raffle – Official Rules

## Fall 2018

### PURCHASE OF A RAFFLE TICKET IS NOT A TAX-DEDUCTIBLE CONTRIBUTION.

By submitting a registration form or otherwise trying to enter the Raffle (defined below), the participant accepts the following rules:

**ELIGIBILITY:** The LADD Benefit Raffle ("Raffle") begins **August 23, 2018**, 12 a.m. ET and ends on **November 15, 2018** at 2:00 p.m. ET ("Promotion Period"). The Raffle is open to legal U.S. residents who are 18 years of age or older at time of entry. Void where prohibited. LADD, Inc. (the "Sponsor"); its parent companies, subsidiaries, affiliates, advertising agencies, prize suppliers, including any vendors providing services in connection with this Raffle (collectively, the "Sponsor Affiliates"); and employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or same household) of Sponsor or any Sponsor Affiliates are not eligible to participate.

**TO ENTER:** During the Promotion Period, you may enter the Raffle by purchasing a raffle ticket ("Ticket") for \$100.00 from Sponsor by completing a registration form and tendering payment. For each Ticket purchased, the person whose name and information is listed on the registration form will receive one (1) entry into the Grand Prize Promotion (explained below) and one (1) entry into the Bonus Drawings Promotion (explained below).

The purchase of a raffle ticket is not a tax-deductible contribution. Payment is accepted by check, money order, or credit card (American Express, Discover, Visa, or MasterCard). Checks or money orders should be made payable to "LADD, Inc.", attached to a completed registration form and mailed to LADD, Inc., 3603 Victory Parkway, Cincinnati, Ohio 45229. Credit card payment is accepted by calling our toll free number at 1-877-861-5233, or on the LADD secure website at [www.laddinc.org](http://www.laddinc.org), or by providing credit card information on a completed registration form. If an entrant's check or credit card is dishonored, Sponsor will attempt to notify the entrant by mail, e-mail or phone at Sponsor's discretion; and, if unsuccessful, the submitted entry may be declared invalid and the Ticket may be awarded to the next chronological entrant.

Sponsor is offering only 1,500 Tickets, and the Tickets will be awarded as Sponsor receives entries, as determined solely by Sponsor. All entries must be received by Sponsor by the close of the Promotion Period. If any entry materials are submitted after the 1,500 Tickets have been awarded, Sponsor will return the entry materials to the entrant. If 1,300 tickets are not sold by **November 15, 2018**, the Sponsor reserves the right to modify the raffle, withdraw the Grand Prize and may split the remaining net proceeds (income less expenses) between the Sponsor and the person who purchased the ticket drawn for the Grand Prize.

No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, mutilated, postage due, misdirected entries or entries not received regardless of cause.

### PRIZE DRAWINGS:

#### THE GRAND PRIZE PROMOTION

**DRAWING:** Potential winner for the grand prize drawing (the "Grand Prize Promotion") will be selected by random drawing on or about **November 15, 2018** from among all Tickets purchased and registered during the Promotion Period. Odds of winning will depend upon the number of eligible entries received but shall not be any less than one in fifteen hundred (1/1500).

**PRIZE:** The Grand Prize Promotion winner will receive the choice of the following prizes:

GRAND PRIZE SELECTION OPTIONS		APPROXIMATE RETAIL VALUE (ARV)
Chevrolet Silverado 3500HD 4WD Crew Cab Long Box	MSRP \$61,295	Base MSRP at time of Grand Prize drawing
Dodge Ram 1500 LIMITED Crew Cab 4x2	MSRP \$52,770	Base MSRP at time of Grand Prize drawing
Ford F150 Raptor	MSRP \$50,675	Base MSRP at time of Grand Prize drawing
\$50,000 cash via check		\$50,000

If the Grand Prize Promotion winner selects any vehicle prize, the vehicle will be purchased by the winner through a dealer close to the Grand Prize Promotion winner's residence, selected by Sponsor in its sole discretion. No other purchase option is available. If the vehicle selected is in short supply, vehicle delivery shall be subject to availability. Grand Prize Promotion winner is responsible for all options, accessories, taxes and expenses, including but not limited to: sales tax, luxury tax, destination charges, registration, title and license fees, insurance, and all other costs incurred in claiming, registering or using the vehicle. Grand Prize Promotion winner must present his/her valid U.S. driver's license and provide satisfactory proof of liability insurance prior to prize delivery. Prize details and availability are subject to change. In the event the particular vehicle cannot be supplied for any reason, a similar vehicle of comparable value may be substituted at Sponsor's sole discretion. Prize is non-transferable, and no cash substitutions except at Sponsor's sole discretion. No more than one (1) Grand Prize will be awarded.

#### BONUS DRAWINGS PROMOTION

The bi-weekly drawing promotion (the "Weekly Drawing Promotion") consists of twenty-two (22) separate drawings, two for each "week" (taking place on Tuesdays and Thursdays) during the Promotion Period, starting with the drawing on Thursday, **August 23, 2018** and ending on Thursday, **November 6, 2018**, (each date, a "Drawing Date").

**DRAWING:** Potential winners will be selected by random drawing on or about the relevant Drawing Date from all Tickets purchased and registered during the Promotion Period up to the date of that Drawing Date. Bonus Drawing winners will be eligible for all subsequent drawings and the final drawing on **November 6, 2018**. Odds of winning will depend upon the number of eligible entries received, the date of entry, and the number of previous winners.

**PRIZES:** For each Drawing Date, the winner will receive a check for the cash prize of five hundred dollars (\$500) (total approximate retail value of all Drawing Dates: \$11,000.00):

Prizes are awarded "AS IS." NEITHER SPONSOR NOR SPONSOR AFFILIATES MAKE OR OFFER ANY WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) IN CONNECTION WITH THIS RAFFLE OR ANY PRIZE. IN NO EVENT WILL SPONSOR, SPONSOR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. EACH WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED AS-IS. NEITHER SPONSOR, SPONSOR AFFILIATES, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS (INCLUDING WITHOUT LIMITATION, NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION LAWS) OR NON-INFRINGEMENT AS REGARDS TO THE PRIZES OR ANY COMPONENTS OF THE PRIZES. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Federal, state, or local taxes on prizes, if any and any other costs, fees or expenses not listed above are the sole responsibility of each winner.

**NOTIFICATION:** Winner(s) will be notified by available phone number or mail/email address, as determined solely by Sponsor. To claim any prize, Sponsor may require winner(s) to complete, sign, and return Affidavit of Eligibility/Liability Release/Publicity Release forms, and other applicable documents, which may require a social security number, postmarked within ten (10) days of the date on the notification. At Sponsor's discretion, winners may be required to produce picture or some other form of proper identification to claim any prize. Sponsor reserves the right to substitute any prize with prize of equal or greater value. If a potential winner cannot be contacted, fails to timely claim the prize, is disqualified, fails to timely execute and return any required forms, or if the prize notification is returned as undeliverable, an alternate winner will be selected from other potential winners and/or by random draw from all remaining eligible entries. If by reason or printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

**PUBLICITY & MARKETING:** Acceptance of any prize constitutes permission to the Sponsor to use winners' name, address, voice, statements, image and likeness for purposes of advertising and trade, in any medium, without further compensation or notice, unless prohibited by law. Submission of contact information in connection with this Raffle (whether or not required), including mailing address, phone number, and email address during entry constitutes permission for Sponsor to add entrant to Sponsor's customer database and to contact entrant in the future for promotional and other reasons. Entrant may opt-out of receiving such communications by contacting the sponsor directly.

**NO LIABILITY & INDEMNIFICATION:** Sponsor and Sponsor Affiliates are not responsible for and entrants release each from any failures of any kind (whether caused by computer, technical, or human error) which may either limit the entrant's ability to submit an entry, claim a prize, or otherwise participate in this Raffle, or Sponsor's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Raffle in the manner intended. Entrants further release and agree to indemnify Sponsor and Sponsor Affiliates from any and all liability, claims or actions of any kind whatsoever arising from injuries, damages, or losses to persons or property which may be sustained in connection with this Raffle including, but not limited to: (a) the receipt, ownership or use of any prize awarded; (b) any travel or prize-related activity; (c) any typographical or other error in these Official Rules or any other materials disseminated by Sponsor; and (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with any equipment, systems, networks, lines, satellites, servers, computers, or providers used by an entrant or Sponsor.

**OTHER TERMS:** Decisions of Sponsor on all matters related to the Raffle are final. Sponsor reserves the right to cancel or modify the Raffle for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Raffle, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Raffle as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS RAFFLE IS A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.

**GOVERNING LAW & MANDATORY ARBITRATION:** Any disputes arising under this Raffle and/or these Official Rules will be governed by the internal laws of the State of Ohio. The Raffle is void where prohibited by law. Sponsor and each entrant agree that any such claim or dispute between the parties, or between a party and any agent, employee, successor, or assign of the other, related to this Raffle and/or these Official Rules (including the applicability of this arbitration clause) shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website ([www.jamsadr.com](http://www.jamsadr.com)) or by calling JAMS at 949-224-1810. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

**WINNER LIST:** A list of the winners will be posted at the LADD website: [www.laddinc.org](http://www.laddinc.org)

**SPONSOR:** Living Arrangements for the Developmentally Disabled (LADD Inc.)



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